

## **The complaint**

Mr G has complained about the way Aviva Insurance Limited handled a claim he made under his buildings insurance policy.

Reference to Mr G or Aviva includes their respective representatives.

## **What happened**

The circumstances aren't in dispute, so I'll summarise the background:

- Mr G got in touch with Aviva about damage to his home. Aviva accepted the damage had been caused by subsidence and was covered by the policy. It took steps to stop the subsidence movement before moving to the repair stage of the claim.
- In September 2023, Aviva offered compensation for a delay starting repairs. In early 2024, a start date was arranged, and Aviva paid for Mr G to move into alternative accommodation (AA). Work began soon after.
- Mr G complained about the time taken to carry out the work and the quality of it. He said the builders had taken up much more of the flooring than they should have done, and this had significantly contributed to the delay.
- Aviva initially said the builders had found additional damage, so a delay was unavoidable. It settled the claim by paying for Mr G to have the remaining work carried out by his own builder. Aviva continued to pay for AA.
- Aviva later reviewed things again in August 2024. It maintained some additional damage was found, and that led to an unavoidable delay. But it accepted too much of the floor had been taken up, and that had caused avoidable delays. And further avoidable delays had been caused when updating the schedule of repair and arranging the cash settlement. It also accepted there had been poor quality repairs at times. It offered £900 compensation.
- Our investigator said we could only consider what had happened between the complaint responses in September 2023 and August 2024. She thought Aviva's compensation offer was reasonable in the circumstances.
- Mr G disagreed, and our investigator wasn't persuaded to change her mind, so the complaint has been passed to me.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- The scope of this complaint is claim events between September 2023 and August 2024. Claim events prior to this can't be considered. And Mr G is entitled to raise a new complaint about claim events after this time. A concern arose about how the August 2024 was sent to him, but that's not something I can consider.
- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.
- When handling a claim, Aviva is required to do so promptly and fairly. It's also required to provide reasonable guidance and appropriate information on the progress of a claim.
- Aviva has accepted it didn't always meet these requirements. It's conceded it caused avoidable delays for several reasons, but primarily because its builders carried out much more extensive work to the flooring than was necessary to put right the subsidence damage. This meant the repair stage took longer, and as a result, it took longer for Mr G and his family to return home from AA.
- I can see Mr G feels strongly that Aviva let him down in relation to the extra work carried out. But, as Aviva has accepted fault on this point, I don't think there's a benefit in discussing it in detail. The simple fact is that extra work was carried out unnecessarily and that caused an avoidable delay. My role is to consider how to put that mistake right fairly and reasonably, so that's what I've focused on.
- It's clear the avoidable delays had a significant impact on Mr D. Whilst a claim of this nature will naturally be stressful and inconvenient, Aviva has exacerbated that. The way the repairs were carried out gave him a great deal of cause for concern and delayed his return home. This was particularly impactful for him, given health concerns in his family. So I think it was right Aviva offered compensation.
- Taking everything into account, I'm satisfied the £900 compensation Aviva offered is fair and reasonable in the circumstances – and bearing in mind the scope of this complaint. In my view, it fairly reflects the impact of the avoidable distress and inconvenience Aviva caused during the relevant time.

### **My final decision**

I uphold this complaint.

I require Aviva Insurance Limited to pay £900 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 22 April 2025.

James Neville  
**Ombudsman**